Bengaluru Metropolitan Transport Corporation

Traffic Commercial Department, Central Offices, Shanthinagar, Bengaluru.

TERMS AND CONDITIONS FOR SELECTION OF AGENCY/PERSON/FIRM FOR GRANT OF LICENSE TO CLEANING & MAINTAINANCE OF PAY & USE TOILET COMPLEXES AT BMTC VARIOUS LOCATIONS.

1. **PRE-QUALIFICATION CRITERIA:**

   a. The bidder should have valid registration/license with Regional Labour Commissioner, Provident Fund and ESI.

   b. The bidder should have registered office/Branch office in Bengaluru.

2. **EVALUATION CRITERIA:**
   The bidder shall have to quote/bid monthly License fee (excluding all taxes). The Selection will be on the basis of highest rates quoted (excluding taxes).

3. **PERIOD OF CONTRACT:** 03 (three) year from the date of agreement and extendable by 01 (one) more year based on satisfactory performance of License with 10% escalation in the License fee.

4. **Electricity & Water Charges:**
   i. The bidder shall pay the charges of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears accrue.
   ii. Whenever the water is supplied from BMTC from its own source the contractor shall pay 2% of the License fee towards the Water charges or as per the units consumed
   iii. In case water is supplied by BWSSB, the contractor shall pay the charges of water consumed for the proportionate units consumed (as per the meter/sub-meter) as raised by BWSSB.

5. The selected bidder shall be entitled to collect **Rs**.**5**/- per head from the users of the Toilets only, while Urinal facility shall be provided free.

6. **Earnest Money Deposit**:-
   a) The EMD shall be paid as mentioned in ANNEXURE-I through e-procurement mode.
   b) The EMD do not carry any interest.

7. **Security Deposit:** An amount equivalent to **06 (SIX)** months license fee shall be paid by way of DD in favour of the **CAO, BMTC, Bengaluru** towards performance security deposit. The Security deposit is liable to be forfeited either in full or in part if the bidder fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The security deposit does not carry interest. The security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation if any.

8. The selected bidder shall take the toilet complex more fully described in the schedules to this agreement which possession shall always be deemed to be for the purposes of maintenance of the toilet complex with effect from the day mutually to be determined.

9. The selected bidder shall maintain this toilet in a state of satisfactory serviceability as also cleanliness at all time on pay and use basis.
10. The selected bidder shall pay the license fee for the completed month on or before the 5th day of next month for which the license fee is payable along with the applicable GST, electricity charges, water charges and other charges. In case the contractor fails to pay the monthly license fee as prescribed above or in case the contractor commits breach of any of the terms and conditions aforesaid, the Licensor may notify the contractor about the amount due including simple interest at 18% per annum or details of breach of conditions as the case may be by serving a notice on the contractor and obtaining the written acknowledgment. In the event of the contractor failing to pay the arrears within a fortnight of such notification or continue to commit the breach of the agreement the license and the entire Security Deposit shall be forfeited towards unpaid license fee.

11. Each tender must be sent duly completed and enclosing with it the following documents.
i) ID Proof with Photo Copy.
ii) Proof of Address both Permanent and temporary.
iii) Valid Registration/ License with Regional Labour Commissioner, Provident Fund and ESI.
iv) The Confirmed Registered Office address of Bengaluru
v) Experience Certificate if any.
vi) GST Registration Certificate.
vii) Agency/firm should enclose company registration certificate.

12. The selected bidder shall enter in to an agreement within 20 days from the date of intimation of selection to the successful bidder. The successful bidder shall execute agreement on his/her cost on requisite valued stamp paper as per Karnataka Stamp Act.
13. The selected bidder shall be liable to pay the cost of any damages caused by him or his servants to the premises of the establishments.
14. The selected bidder shall not display or exhibit pictures, posters, statues or other articles which are repugnant to the moral or of indecent, improper characters. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the contractor and shall not be a subject matter of dispute.
15. The selected bidder during the subsistence of this agreement shall be able to carry out any incidental charges/ repairs to the Toilet complex at his/her own cost and expenses of such cost and expenses incurred towards the maintenance of the complex as also the cleaning process shall be entirely borne by the contractor.
16. The officers of BMTC shall always be at liberty to enter upon the premises and inspect the same for purpose of satisfying themselves as to the maintenance of the toilet complex and its cleanliness. The BMTC shall also be competent to issue such instructions/suggestions or directions as deemed fit in the matter of maintenance of the toilets from time to time. The bidder shall be bound to carry out these instructions, directions and suggestions.

17. The selected bidder shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the Toilet Complex other than those permitted by the Licensor.
18. The selected bidder shall also pay all license fee or other fees, taxes, goods & service tax payable to the State/Central Government or Municipalities or other local bodies in connection with conducting business in the toilet.
19. If the performance were found to be un-satisfactory the contract/license would be terminated even within the stipulated period of agreement without assigning any reasons and issuing notices besides forfeiting security deposit.
20. As per Supreme Court order smoking in public premises is strictly prohibited In case of violation of this clause will entail for termination of contract.
21. The selected bidder shall be fully responsible for any loss or damage to property of the first party caused by any of his workers willfully or negligently or otherwise.
22. In case of breach of terms and condition of the agreement licensor reserves the right to terminate the contract and forfeit the security deposit.
23. The Licensor shall not be responsible for any accident, injury etc., caused to any worker appointed by the licensee for the purpose of this contract during the course of discharging their duty under the employment of the licensee.
24. The licensee shall not engage child labour to carry out assigned work.
25. The BMTC is not liable to answer any complaints either by the employees of the contractor or by the users of the complex in the matter of injury or death occurring on account of the user of the complex or otherwise.
26. **Dispute Settlement:**
    i. In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.
    ii. If the dispute is not settled amicably the aggrieved party shall approach the Arbitration and Conciliation Centre, Bengaluru under the Arbitration and Conciliation Act-1996 to resolve the dispute between the parties. The decision of Arbitrator shall be final and binding on both the parties.
    iii. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts.
27. The EMD/Security deposit shall be forfeited in case the selected contractor fails to enter into an agreement within the stipulated period as indicated by BMTC.
28. The security deposit remitted to Corporation will not carry any interest. The Security Deposit would be refunded to the licensee after the completion of the contract after recovering all the charges/dues payable to the Corporation by the licensee.
29. The EMD/Security deposit shall be refunded to the unsuccessful bidder after completion of the tender procedure.

30. The licensee shall maintain the required register, books and accounts etc., under various statutory enactment and laws applicable.
31. The cleaning contract/ licensee shall undertake to employ contract labour under license as required by the provisions of the contract labour (Regulations and Abolition) Act.1970 and provide welfare and health amenities as per the provisions of the Chapter V of the Act under prior intimation to the licensor. Further, the cleaning contract/licensee shall undertake to ensure that the labours engaged or covered by all the enhancements that are in force from to time.
32. The bidder shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty. Totally the cleaning work should not suffer.
33. The worker engaged for Cleaning & Maintenance of Toilet Complexes should be present at the complex. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection of complex by the officers of the corporation, Corporation reserves the right to recover the Proportionate value of the contractual amount besides initiating action to terminate the contract.
34. During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.
35. The successful bidder is required to provide the Provident Fund. And ESI facilities to his workers as prescribed under the Relevant Statutory Acts.
36. The successful bidder has to submit the Month-wise Provident fund Form-23 of individual workers along with bills.
37. The successful bidder is required to provide the copy of ESI Card issued to his individual workers. The bidder has to ensure that the workers are undergone Health checkup twice a year copy of the same to be submitted to BMTC.
38. The wages paid to the employees engaged shall be strictly confirm to the provisions of the Minimum Wages Act pertains to Safai Karmacharis, Underground drainage, Floor, Bath room & Toilet, and other workers engaged in similar kinds of work which is existed as and when. The wages to the labourers shall be paid every month directly to their individual Bank account. The Successful bidder is required to provide the bank account statement of wages paid to the labourers every month.
39. The successful bidder shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.
40. The successful bidder shall make use of his own equipment and materials for cleaning the Toilet complex.
41. The labour engaged for the services shall be able to address the commuters in Kannada language.
42. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the successful bidder.
43. In the event of the licensee resorts to terminate the contract and close down the contract after completion of one year prior to the expiry of the term of license, he may do so by giving three months notice in

advance after completion of one year OR by paying an amount equivalent to three months license fee to the Corporation as was paid at the time of issue of notice or at the time of termination OR Corporation shall reserves its right to forfeit three months license fee out of the Security Deposit held in the Corporation in case of premature closure without intimation.

44. If BMTC desires to terminate the contract before the expiry period, it may do so by giving 01 (one) month's prior notice to the bidder.

45. The service provider shall make arrangements to dispose the waste generated at his own cost. He shall not dump the waste in BMTC/KSRTC premises. The Waste/Garbage disposed as segregated dry & wet waste. The Waste/Garbage shall be disposed through the BBMP authorized waste disposal agency only. Or the Waste/Garbage shall be disposed through the waste disposal agency selected by BMTC at their own cost of Licensee.

46. **Scope of Work:**

- The Toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.
- Naphthalene balls are replaced in all the urinals and washbasins frequently.
- The contractor / Agency shall at his cost maintain /ensure
    a. Replace the bulbs/ tubes in public toilets.
    b. Replace or repair in the leakage of taps.
    c. Latches on all doors of public toilets.
    d. Ensure proper maintenance of doors & other structures.
    e. Water supply at all times in public toilets.
    f. Repair/ replace the closets/pans in public toilets.
    g. Provide mugs and buckets in public toilets.
    h. Undertake pest control measures.
    i. Waste management and disposal.
    j. Put Signage's in toilets.

47. **Penal Clause:**

a. For every adverse report appears in print media as an independent report regarding upkeep Of Bus stand, Rs. 5, 000/- penalty shall be imposed. For every complaint that appears on Reader's column of newspaper, a fine of Rs.500/- shall be imposed.

b. During evaluation, the following shall be necessarily checked:
    - Availability of water.
    - Leakage of taps.
    - Damage caused to Doors.
    - Latches on all doors.
    - Working condition of bulbs.
    - Availability of buckets and mugs in public toilets.
    - Exhaust fans working.
    - No foul smell to be emanating.
    - Floors to be clean.

c. If any of the above found to be not in specified condition / deficient by BMTC officer / Official, a fine of Rs. 200/- will be imposed.

d. A fine of Rs.500/- shall be imposed if there found to be any lapse in cleaning of Toilets Urinals / Wash Basins / equipments / etc., A memo will be Issued before imposition of this fine.

The details of Bus station, Earnest License Fee & EMD are as below:

ANNEXURE – 1

Sl.No	Name of the Bus Station	Establishment	LF	EMD in Rs.
1	Hoskote	Toilet Complex	-	10,000

Sd/-
Chief Traffic Manager (Com)

(Tender Inviting Authority)